#### **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087 ■ BIDLINE 706-225-4536 www.columbusga.org

March 16, 2023

REQUEST FOR PROPOSALS:	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:			
RFP NO. 23-0016	ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT)			
GENERAL SCOPE	The Columbus Consolidated Government (CCG) seeks qualified firms to submit proposals for providing professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan.			
SUBMISSION REQUIREMENTS	See Appendix C for Submission Requirements, Submission Checklist and DemandStar Registration and Submission Instructions.			
DUE DATE				
	<b>April 14, 2023 – 5:00 PM (EASTERN)</b>			
	Responses must be submitted via DemandStar on or before the due date/time.			
ADDENDA	IMPORTANT INFORMATION			
	The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a> . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.			
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 2.			

Andrea J. McCorvey Purchasing Division Manager



# IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry enotification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>. If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

#### STATEMENT OF "NO PROPOSAL SUBMISSION"

#### Notify the Purchasing Division if you do not intend to submit a Proposal:

We, the undersigned decline to submit a proposal for RFP No. 23-0016 for Advisory and

Email BidOpportunities@ColumbusGA.org or return this form by mail to: Attn: Sandra Chandler, Buyer
Columbus Consolidated Government
Purchasing Division
P. O. Box 1340
Columbus, Georgia 31902-1340

Consulting Services for the Columbus Consolidated Government 457 Deferred **Compensation Plan and its Board (Annual Contract)** for the following reason(s): Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below). ☐ There is insufficient time to respond. ☐ We do not offer this product and/or service. ☐ We are unable to meet specifications. ☐ We are unable to meet bond requirements. ☐ Specifications are unclear (explain below). ☐ We are unable to meet insurance requirements. ☐ Other (specify below). Comments COMPANY NAME: \_\_\_\_\_ AGENT: TELEPHONE:

EMAIL:

# PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL UNTIL AFTER AWARD.

#### **3-110.** Competitive Sealed Proposals (Negotiations)

#### (1) Conditions for Use

When the purchasing manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the city, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000.00, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by <u>article 3-104</u>, purchasing limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

#### A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

#### **B.** Public Notice

The public will be given adequate notice of the request for proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the request. The City reserves the right to seek request for proposals in a shorter period, if necessary, as determined by the Purchasing Manager.

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the city's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the internet and on the city's government access television channel.

Public works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for specialized equipment/supplies.
- Solicitations for specialized services.
- Re-bid of solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the purchasing manager.

#### C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

#### **D.** Evaluation Factors

The request for proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

#### **E.** Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the request for proposals. Each voting committee member shall grade each submitted proposal based upon the evaluation criteria.

#### F. <u>Discussion with Responsible Offerors and Revisions to Proposals</u>

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

#### G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the purchasing division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

# DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

Email <u>BidOpportunities@ColumbusGA.org</u> or use the attached "Question/Clarification" Form (on the following page) to submit questions.

## **QUESTION/CLARIFICATION FORM**

DATI	E:		-				
TO:	Sandra Chan Email <u>BidOp</u>	dler, Buyer I portunities@Columbus	sGA.org				
RE:	Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferr Compensation Plan and its Board (Annual Contract); RFP No. 23-0016						
Quest	tions and reque	sts for clarification mus	st be submitted at lea	ast (5) b	usiness days	s before the due date.	
	From:						
		Company Name		Webs	ite		
		Representative		Email	Address		
		Complete Address		City	State	Zip	
		Telephone Number		Fax N	lumber		

### COLUMBUS CONSOLIDATED GOVERNMENT **GENERAL PROVISIONS FOR** REOUEST FOR PROPOSALS

### ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT)

RFP No. 23-0016

It is the intent of Columbus Consolidated Government (the City) to enter into a contractual agreement with a qualified contractor for the provision of professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan.

#### A. PROPOSAL SUBMITTAL DATE:

PROPOSALS ARE DUE: APRIL 14, 2023, NO LATER THAN 5:00 PM (Eastern). Submit one electronic response via DemandStar.

After award of Contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

#### В. **RECEIPT OF PROPOSALS:**

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

#### C. **SUBCONTRACTING:**

Should the offeror intend to subcontract all, or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

#### D. **QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

#### E. **PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

#### F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

#### G. <u>CONTRACT</u>:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

#### H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

#### I. INDEMNITY:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

#### K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

#### L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by

patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

#### $\mathbf{M}.$ TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

#### N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

#### O. <u>FEDERAL, STATE, LOCAL LAWS</u>:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

#### P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at <a href="https://library.municode.com/ga/columbus/codes/code">https://library.municode.com/ga/columbus/codes/code</a> of ordinances.

#### O. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

#### R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

#### S. TERMINATION OF CONTRACT:

1. **Default**: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten** (10) **days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- **2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

#### T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least 180 days after date of receipt.

#### U. <u>CONTRACT AWARD</u>:

Award of this contract will be made in the best interest of the City.

#### V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results shall submit a written request to the Purchasing Division.

#### W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

#### X. <u>FINAL CONTRACT DOCUMENTS</u>:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

#### Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

#### Z. <u>PAYMENT TERMS</u>:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

#### **AA. RIGHT TO PROTEST:**

- (1) <u>Right of Protest.</u> Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests.</u> If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

#### **NOTICE TO VENDORS**

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

#### Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

#### **GENERAL SPECIFICATIONS**

#### ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT)

RFP No. 23-0016

#### I. SCOPE

The Columbus Consolidated Government (CCG) seeks qualified firms to submit proposals for providing professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan.

**Technical Specifications begin on page 29.** 

#### II. TERM OF CONTRACT

**A.** The term of this contract will be for two years, with an option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

#### **B.** Termination for Convenience

For the protection of both parties, either party giving 30 days prior notice, in writing, to the other party, may cancel this contract.

#### III. <u>INDEMNITY CLAUSE</u>

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### IV. PROOF OF INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached Insurance Checklist (Form 5). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as list the applicable project or annual contract name, and/or Solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

#### V. E-VERIFY AFFIDAVIT

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <a href="https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf">https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf</a>. A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

#### VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

See Appendix C for Submission Checklist and DemandStar Submission Requirements.

The complete proposal shall contain the following information and shall be submitted in the order shown below.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify affidavit, and the form titled "Communication Concerning This Solicitation", and the proposed cost, fees, rates, revenue, etc., the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

#### **Section 1:** Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and **include the name and** 

email address of contact person(s) during this proposal process. Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company, and is authorized to enter into a contract with the City. Include a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized agent of the business must sign the transmittal letter.

- Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 1)

  A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a>.
- Section 3: Communication Concerning This Solicitation
  Complete the form titled Communication Concerning This Solicitation (Form 2)
- Section 4: Federal Compliance (*Form 3*)

  In the event purchases from this contract are Federally funded, vendors are required to complete Form 3 Federal Compliance.
- Section 5: Addenda Acknowledgement (Form 4)

  Acknowledge receipt for all addenda (if any). Addenda will be posted at: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.
- Section 6: EXCEPTIONS TO THE RFP
  - A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission.

Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award.

Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable.

PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.

- B. <u>VENDOR AGREEMENT/CONTRACT FORM</u>: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.
- **Section 7:** Experience and Qualifications
  - A. Please complete the "Proposer Information Worksheet" attached as **Exhibit 1** and attach it as **Appendix A** to your proposal.

- B. Please tell us about your organization. If your organization is part of a larger entity, please focus on your entity but also provide appropriate context and history regarding the larger or related organization. At a minimum, please provide information regarding:
  - 1. Number of years in business and a brief history including year organized or founded.
  - 2. Nature of business/scope of services offered to include form of organization (partnership, LLC, corporation, etc.)
  - 3. Location, function and number of employees in each office.
  - 4. Location from which the services described in the proposal will be staffed and managed. If multiple locations, please describe which services would be provided by which offices.
  - 5. Structure of organization (including affiliated entities and their business lines, as well as a list of the persons and/or entities which own the firm) and each related entity.
- C. Please provide a chart which diagrams the ownership structure and the interrelationships between the parent-subsidiary and/or affiliate(s) or other related entities. Please attach the chart to your Proposal as **Appendix B.** 
  - 6. Have there been any significant developments in the last five years such as ownership or leadership changes, restructuring, personnel reorganization or philosophy? If yes, explain in detail.
  - 7. Number of total employees specifying full and part-time.
    - a. How many employees work as Investment Advisory Representatives (IAR)?
    - b. Do you use subcontractors or contract employees? If yes, how many and for what services?
    - c. Please complete the chart below.

Professional Staff	2022	2021	2020
Lead Consultants			
Consultants			
Research Analysts - Equity			
Research Analysts – Fixed Income			
Research Analysts - Alternatives			
Firm Management			
Economists			
Marketing			
Analytics/Systems			
Performance Measurement			
Support/Clerical			
Other (please identify)			
Other (please identify)			
Total Employees			

8. Please list the federal, state and other regulatory agencies with which your firm is licensed or registered, and the type of license held. Please list the employees who

will be working on this engagement and their respective licenses and registrations. If they are not registered or licensed, please indicate why.

- 9. Please provide a list of representative clients.
- 10. Recognition and awards received from independent sources demonstrating expertise and credibility.
- 11. Does your firm have a business continuation and disaster recovery plan? Describe in brief. (Attach a copy of your firm's policies and procedures to your Proposal as **Appendix C.**)
- 12. Please fill out the table below for all your firm's lines of business (the revenue percentage should be calculated based upon the most recent fiscal year's total gross revenue).

	Assets Under Management Or Advisement (\$ millions) as of 02/28/23	Associated Revenue (\$millions) for most recent Fiscal Year	Revenue%
Consulting			
Consulting to public retirement plans			
Consulting to private retirement plans			
Consulting to other (describe /list)			
Asset Management			
Asset mgmt for public retirement plans			
Asset mgmt for private retirement plan			
Asset mgmt for other (describe/list)			
Brokerage Activity			
Brokerage for public retirement plans			
Brokerage for private retirement plans			
Brokerage for other (describe/list)			
Other Services (please identify			
additional services as necessary)			
For public retirement plans			
For private retirement plans			
For other (describe/list)			
Total			

13. In the table below please list the number of institutional clients and assets the firm serviced in a full-retainer capacity as of year-end for the past five years.

	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
Total assets advised (all asset classes)					
(\$millions)					
# of clients (all asset classes)					

<b>Client Type</b>	#of Clients	Assets (\$ Millions)	<b>Median Client Size in \$Millions</b>
Governmental			
Union/Taft-Hartley			
Corporate			
Endowment			

Foundation		
Hospital		
Other		
Total		

14. Please list all Governmental/U.S. public sector clients currently advised for which the firm provides full-retainer investment consulting services in the formal shown below. If the name of a client cannot be divulged, use a generic placeholder instead.

Name	<b>Inception Date</b>	12/31/22 Market Value (\$Millions)	<b>General Description of Portfolio</b>

15. In the below format provide a breakdown of the total assets advised by asset class such as: domestic equities, international equities, fixed income and other specific types of assets.

Asset Type	12/31/22 Market Value (\$Millions)
Domestic Equities	
International Equities	
Fixed Income	
Stable Value	
Etc.	

- 16. Provide details on the number, name(s) and asset value(s) of all terminated or not renewed U.S. tax-exempt institutional client relationships in the past three (3) years with reasons for the termination or non-renewal. Indicate if you were the primary consultant or advisor in a defined contribution plan for any of these lost accounts. Please provide the name, contact, and title and telephone number of these terminated client relationships.
- 17. Please provide the name(s) and asset value(s) of any new U.S. tax-exempt institutional investment consulting relationships in the past three years. Please provide the name, contact, and title and telephone number for these new relationships.

#### **BACKGROUND SPECIFIC TO THIS RFP**

- 18. How does your firm define and measure the success of retirement plan advisory/consulting relationships?
- 19. Please describe your investment philosophy and process as it related to defined contribution plans. Include the following in your description:
  - Approach to formulating goals and objectives
  - The decision-making process and the titles and responsibilities of the various individuals involved in each step of the process
- 20. Please describe your firm's experience helping retirement plan clients through complex process such as Department of Labor audits, Internal Revenue Services'

- audits, voluntary compliance actions, partial plan termination determinations, and plan mergers of spin-offs, plan terminations or corrective contributions.
- 21. Total number of clients with public defined contribution plans under advisement?
- 22. List all of the firm's standard services provided in a typical defined contribution plan advisory and investment consulting relationship (such as the relationship contemplated in the RFP).
- 23. List all of the firm's standard services provided in a typical defined contribution plan manager search and evaluation program.
- 24. Briefly summarize the firm's standard services, approach, and philosophy relating to the consultant's relationship with Board members, staff and investment managers.
- 25. Discuss the firm's approach to reviewing defined contribution plan administrative rules, trustee/board governance best practices and operations and strategic planning.
- 26. Discuss the firm's experience, capability and approach to participant and trustee/board education. List any educational programs the firm has developed or made available to clients.
- 27. Please describe in detail the type and frequency of research that would be provided to the Deferred Compensation Board. Through what media would it be provided?
- 28. Please describe the firm's experience with participant-plaintiff litigation in defined contribution plans particularly public plans.
- 29. Describe the firm's opinion or philosophy regarding:
  - Active versus passive management
  - Use of fund-of-funds or comingled funds versus direct investments
  - Style boxes
  - Investment fee structure (i.e., performance-based fees versus flat fees)

#### PLAN DESIGN AND ARCHITECTURE

- 30. Detail your process for recommending an overall plan design or architecture. Give particular attention to its relationship with the investment policy and participants' asset allocations.
- 31. What is your firm's view of a fund-of-funds approach versus alternate structures? Please provide details.
- 32. What is your firm's experience and approach to developing or negotiating target date glide paths for 457 plans where the majority of participants also will enjoy a pension benefit at retirement?
- 33. What is your firm's view and approach to "one-stop" solutions for participants including investment advisory services, managed accounts, target date funds, etc.?
- 34. How do you approach and analyze fee structures related to investment advisory services and managed accounts and other "one-stop" solutions?

- 35. How does your firm balance atypical participant demands for highly specialized advice and guidance, perhaps utilizing self-directed brokerage windows, with the more typical participant's needs?
- 36. How does your firm advise mediating litigation risk if a Plan provides an investment advisory option or managed accounts?
- 37. How does your firm view and analyze participants' asset allocations? Has your firm ever implemented a forced re-allocation? Please describe in detail.

## INVESTMENT POLICIES AND ASSET ALLOCATIONS IN FUND-OF-FUNDS OPTIONS

- 38. Describe the firm's investment analysis in a fund-of-funds structure. Include the following in your description:
  - Describe how your firm would analyze and recommend changes to the available investment option mix.
  - Description of the modeling concepts and related methodology used to perform asset allocation modeling.
  - How often does your firm recommend a formal review of asset allocation studies?
- 39. Describe your firm's process for analyzing a client's existing Investment Policy. Include a description of the firm's method for recommending modifications and monitoring the Investment Policy and overall investment strategy. Provide a "best-practices" sample of an Investment Policy you have modified or developed for a client (attach to your Proposal as **Appendix D**)
- 40. Describe your firm's involvement in preparing guidelines for investment managers. Provide a "best-practices" sample of guidelines you have developed for an investment manager (attach to your Proposal as **Appendix E**)
- 41. What expected risk, return and correlation assumptions are you currently recommending clients use to inform their investment policies, asset allocations within investment options, and/or plan design? Provide the data for all asset classes your firm covers. Please include the following in your answer:
  - How and why have these assumption recommendations changed over time?
  - Are the assumptions generated in-house or from an outside vendor?
  - Does the firm include constraints or scenario analysis in the modeling?
  - If these vary by investment time period or by publicly traded vs. private investment vehicles, please specify the assumptions for each category.
  - Discuss any changes the firm has made to its modeling capability as a result of the recent market volatility.
- 42. What is the range of allocations which you are currently recommending to your clients in typical investment option line-ups in fund-of-funds 457 plans? Include the following in your answer:
  - How and why have you revised these recommended ranges over time?
  - Recommended allocation to non-U.S. dollar denominated assets.
  - Recommended allocation to alternative investments.
  - Recommended allocation to index strategies.

- 43. Detail all asset classes with which your firm has experience. In addition, please detail all asset classes with which you have assisted your defined contribution clients in implementing.
- 44. What is your approach to managing absolute and relative investment risk? Include a description of your general approach to controlling risk, e.g., do you favor the use of asset weight limits or risk limits, a combination, or other approaches.

#### Manager, Vendor or other Subcontractor Performance Evaluations

- 45. Describe the firm's experience, capability and approach to monitoring an investment manager's compliance with client guidelines and policies.
- 46. Detail your firm's experience in evaluating custodians.
- 47. Detail your firm's experience in evaluating transition managers.
- 48. Please provide a description of the methodology by which your firm monitors overall portfolio performance. Please include the following in your answer:
  - What are the firm's views on the most relevant methods of evaluating performance?
  - Cite specific examples where a client's portfolio performance was enhanced, or a potential problem was identified and corrected as a result of your monitoring activities.
- 49. Describe how your firm will obtain data from the plan's providers and investment managers. Is any data purchased?
- 50. Describe your firm's quality control procedures. How does your firm verify the accuracy of data received from the plan providers and investment managers?
- 51. Discuss the timing of reliable performance data and report availability.
- 52. Does your firm provide on-line performance information?
- 53. Describe the universe of funds and investment managers that your firm recommends for public defined contribution clients. For each universe include the number and size and source of the data.
- 54. Describe the amount of turnover and growth in your firm's universe of funds and investment managers, respectively, over the past three years.
- 55. Please describe your process for selecting portfolio and investment manager benchmarks and the use of peer group universes to compare manager and total fund performance. Please describe:
  - What is a successful benchmark?
  - What does your firm believe are the critical elements of a successful benchmark?
  - How do your benchmarks account for fees?
  - What do you believe are the current challenges in designing or the use of benchmarks? Particular challenges that you foresee for the Columbus Consolidated Government Plan.

- What "state-of-the-art" changes or updates have you implemented to benchmarks for defined contribution plans? Based on what research?
- Express your opinions regarding "active share", sector exposure adjustments and tracking error.
- How often do you review the efficacy of your benchmarks?
- 56. Discuss your capabilities to evaluate measure and report on risk.
- 57. Describe your firm's performance attribution capabilities. Does your firm's quarterly reporting package contain attribution analysis at the total fund, asset class and investment manager level.
- 58. Who would be the personnel assigned to our account that would be responsible for collecting Deferred Compensation Plan return data and putting together the performance analyses package? Describe the back-up procedure in the event the assigned personnel are unavailable.

#### **Litigation and Regulatory Events**

- 59. Over the past six years, has your firm or any of its affiliates or parent or any officer, principal or director been involved in any business litigation, enforcement action, investigation, request for information or other legal proceedings related to your consulting or investment activities? If so, provide an explanation(s) of each action and list any fines, penalties, settlements and current status. Please separately list events involving ERISA regulated plans or defined contribution plans. If no such events have occurred in the past six years, please provide a statement affirmatively so stating.
- 60. Has the firm, its principals or any affiliate ever:
  - Been the focus of a non-routine Securities and Exchange Commission inquiry or investigation or a similar inquiry or investigation from any similar federal, state, regulatory or self-regulatory body or organization
  - Been a party to any litigation concerning fiduciary responsibility or other investment related matters
  - Submitted a claim to your Errors & Omission, Fiduciary Liability and/or Fidelity Bond Insurance carrier(s)? If yes to any, please provide details. Please separately list events involving ERISA-regulated plans or defined contribution plans. If no such events have ever occurred, please provide a statement affirmatively so stating.
- 61. Has your firm or any officer, principal or employee of the firm ever been involved in any other litigation or other legal proceeding that raised questions regarding trustworthiness, honesty, integrity or deception? If so, provide an explanation and indicate current status. Please separately list events involving ERISA-regulated plans or defined contribution plans. If no such events have ever occurred, please provide a statement affirmatively so stating.
- 62. Please affirm expressly that:
  - As of December 31, 2022, the Proposer and the primary Consultant assigned to the Deferred Compensation Plan have at least five (5) years of investment

- consulting experience serving public defined contribution plans in a full-retainer capacity.
- Proposer is a SEC-registered Investment Advisor under the Investment Advisors Act of 1940.
- PROPOSER IS WILLING TO ACT AS A FIDUCIARY ON BEHALF OF THE PLAN (as that term in defined under the Employee Retirement Income Security Act of 1974, as amended)
- Proposer currently serves at least three (3) public defined contribution clients of at least \$22 Million in assets in a full-retainer capacity
- 63. Please complete a chart in the format below for all principal officers, consultants, and client service officers by name. Highlight the person(s) who would be responsible for this engagement. Please list only the highest degree obtained. Attach as **Appendix G.**

Name	Office	Title	#of	Total Years of	Years	Education/Degree
	Location		Clients	Investment	With	
				Experience	Firm	

- 64. Provide an explanation of how the employees assigned to the Deferred Compensation Plan would function, including the primary lead person, back-up, quality control procedures, and support services.
- 65. Describe how the firm managers growth including any limits to the client/consultant ratio.
- 66. Please describe your firm's back-up procedures in the event the primary consultant assigned to this account should leave the firm or is not available to attend a scheduled meeting.
- 67. List any senior staff hires and departures in the last three (3) years. For departures, please indicate when and why. In which products were they involved? For personnel who have left, indicate job titles, years with the firm, when they left and who replaced them.

#### **Section 8: References**

Proposer will submit the names of at least three (3) references. References will be persons with substantial knowledge of the Proposer's performance on advisory and investment consulting engagements similar to the engagement contemplated in the RFP for similarly sized public defined contribution plans. Be sure each reference has no financial interest in the Proposer. For each reference, please list the following:

- A. Name of company or organization
- B. Street address
- C. Name of contact person and Title
- D. Phone number for contact
- E. Were you the prime contractor for this reference on this engagement of a subcontractor?
- F. Describe the services you provided to this reference on this engagement?

G. Which Proposer personnel were assigned to this engagement (name and function)?

#### **Section 9:** Cost Proposal

- A. Please place the words "COST PROPOSAL" in Bold capital underlined letters at the top of the page(s) that comprise this section.
- B. Please provide a total estimated price for all work and all deliverables proposed for this service.
  - Based upon the information provided in the RFP, state your total annual retainer fee for the next 5 years for the proposed relationship to provide the Deferred Compensation Plan with the services described above in Section II.
  - The fee quotation should be inclusive of administrative, third-party, travel and other out-of-pocket expenses.
  - Please provide a breakdown of the fees included in the stated annual fee by topic area (at a minimum: advisory/consulting, performance evaluation, reporting and administrative, third-party, travel and other expenses).
  - Provide a detailed schedule of fees for all other services that are not included in the annual retainer fee stated above. Identify any fees that may increase above the estimated fee during the proposed 5-year relationship.
  - Describe how fees are calculated and billed.
  - State how long you will guarantee your fee quotes.

#### **Section 10:** Conflicts of Interest

- A. Does your firm, its principals, its parent or affiliate own any part of, or have any strategic alliance with, a broker/dealer? If so, identify the firm(s), describe the relationship and explain in detail all services and revenues involved between the firm and the broker/dealer.
- B. Does your firm, its principals, its parent or affiliate own any part of, or have any strategic alliance with a money management firm? If so, identify the firm(s) and describe the relationship. Does your firm recommend any affiliated investment managers to clients?
- C. If your firm provides investment management services, how do you ensure that advisory and investment consulting advice is independent of your firm's investment management business?
- D. Does your firm accept investment managers as clients? If so, for what products? Please disclose the investment management firms that are clients and the revenue received from these firms during the past five years.
- E. Does your firm permit its staff members to serve on boards as directors? If so, are any restrictions placed on this activity and how is their director compensation treated?
- F. Does your firm have a written code of conduct or ethics? (If so, please attach to your Proposal as **Appendix H**). How is it monitored and enforced?
- G. Provide a copy of your firm's personal investment transactions policy (Attach to your Proposal as **Appendix I**).

- H. How does the firm identify and manage conflicts of interest? Please provide a copy of your firm's Conflicts of Interest Policy and a description of policy enforcement procedures. (Attach to your Proposal as **Appendix J**).
- I. After reviewing the Plan's Parties in Interest List (attached hereto as **Exhibit 2**), Proposer should identify all conflicts of interest and any relationship(s) that could be perceived as a conflict of interest. Please attach this disclosure to your Proposal as **Appendix K.** At a minimum, please provide information regarding all of the following:
  - 1. Ownership or partial ownership of any of the Deferred Compensation Plan's vendors in the Parties in Interest List.
  - 2. Business arrangements with current vendors or other parties in interest, including but not limited to any informal partnerships or joint ventures, any contractor-subcontractor arrangement any consulting arrangement, any commission or other fee-based sales arrangement, and /or any data or software purchasing arrangement.
  - 3. Insurance where a present vendor and your firm are in a privately arranged insurance pool(s) designed for a limited number of insured parties.

#### **Section 11: Insurance Checklist**

Provide Insurance Checklist (*Form 5*) or Certificate of Insurance (COI) – *Section IV*, page 13.

#### **Section 12: Contract Signature Page**

Complete **Form 6.** City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 12, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

After award of Contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

#### Section 13: W-9, Request for Taxpayer Identification Number and Certification

Complete and return Page 1 of the Form W-9, which is available at <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a>

#### **Section 14:** Business License

Provide a current <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

#### **Section 15: Additional Information**

Any additional information that is felt relevant by the offeror, but does not apply to the categories listed.

#### VII. <u>RFP EVALUATION</u>

Each submittal will be evaluated to determine the ability of each offeror to provide the required equipment and services. The following weighted criteria will be used to evaluate proposals:

	Criteria for Evaluation	Weight
A.	Experience/Qualifications	45%
B.	Service Plan	40%
C.	Business Requirements	10%
D.	Cost Proposal*	5%
	Total	100%

<sup>\*</sup>The Cost Proposal is subject to negotiation

Each of the above criteria (A - D) will be given a rating, with values ranging from 20 points to 100 points, by each member of the Evaluation Committee. The ratings are as follows:

Description	Value		
<b>Poor</b> = Is not qualified.	20 Points		
<b>Marginal</b> = Is minimally qualified but one or more area is lacking in some essential aspect.	40 Points		
<b>Adequate</b> = Is qualified and is generally capable of achieving the objectives of this RFP.			
<b>Good</b> = Is more than qualified and exceeds in some areas.	80 Points		
<b>Excellent</b> = Is fully qualified and exceeds in several or more areas.	100 Points		

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

#### **EXHIBIT 1: PROPOSER INFORMATION WORKSHEET**

1.	Company Name
	Street Address
	City State Zip Code
	FEIN Number
	Telephone Fax
	Toll-Free Telephone
2.	Contact Person for Questions About Your Proposal:
	Name Title
	Telephone Fax
	Email
3.	Form of Business or Organization <i>Check (X) applicable category and complete supplementary information if required.</i>
	Sole Proprietorship
	Partnership
	Non-Profit
	Government
	Corporation
	State of Incorporation
	Subsidiary
	Of Whom
4.	Size of Business Submit audited annual financial statement for most recent year.
	Annual Gross Revenues\$
	Annual Net Revenues \$
	Primary Sources of Revenues (type of services)
5.	Special Business Status Check (X) applicable category and identify certifying organization.
	Not Applicable
	Minority Owned Business Enterprise (MBE)
	Women Owned Business Enterprise (WBE)
	Small Business Enterprise (SBE)
	By Whom Certified

# EXHIBIT 2: COLUMBUS CONSOLIDATED GOVERNMENT DEFERRED COMPENSATION PLANS' PARTIES IN INTEREST

#### **INVESTMENT ADVISORS:**

AndCo. Consulting

#### ADMINISTRATORS/RECORDKEEPERS

Nationwide Retirement Solutions, Inc. P.O. Box 182797 Columbus, Ohio 43218-2797

Custodian: Nationwide Life Insurance Company

#### MassMutual Financial Group

P.O. Box 1583 Hartford, Connecticut 06144-1583

#### **Empower**

P.O. Box 1700 Denver, Colorado 80201

#### VALIC/AIG (Corebridge)

2929 Allen Parkway Houston, Texas 77019 Custodian: AIG

#### TECHNICAL SPECIFICATIONS

#### ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT) RFP No. 23-0016

#### I. BACKGROUND AND EXISTING PLAN DESCRIPTIONS

The Columbus Consolidated Government (CCG) is a municipal city/county government chartered by the State of Georgia. Our current employment exceeds 3,000 employees (full time, part-time, seasonal and intermittent).

The City of Columbus' Deferred Compensation Plan was established in 1981 in accordance with the Internal Revenue Code Section 457 and managed by ITT-Hartford prior to 1996. The Columbus Consolidated Government's Deferred Compensation Plan was restated and adopted on May 13, 2016. Approximately 2500 employees are eligible to participate in the City of Columbus' Deferred Compensation Plan.

All Plan assets are currently held in a trust for the exclusive benefit of participants and beneficiaries in compliance with federal regulation.

The Plan Administrators/Service Providers provide enrollment, communication/education and recordkeeping services. The Columbus Consolidated Government serves as the DCP Plan Sponsor. Currently there are three 457 DCP Plan Administrators who provide a variety of financial investment options; they are:

Nationwide (frozen-no new participants) Empower/Mass Mutual (frozen-no new participants) VALIC/AIG (Corebridge) (Open to new participants)

As of December 31, 2022, total asset value in the Plan was <u>\$31,375,475</u>. Currently VALIC/AIG is the sole vendor with which new contributions can be made.

The Plan's governing document is the Columbus Consolidated Government IRC 457 Deferred Compensation Plan as Restated Effective May 13, 2016 and amended January 1, 2019.

VALIC/AIG is the only Service Provider under the DCP Plan that can accept new participant contributions. They can elect to contribute a portion of their payroll on a tax-deferred basis and determine the Allocation of their contributions from among:

• Large Cap Equity

Vanguard 500 Index Admiral Vanguard US Growth Admiral VALIC Company II Socially Responsible INVESCO Diversified Dividend R6

- Mid Cap Equity
   Vanguard Mid Cap Index Adm
- Small Cap Equity
   Janus Triton N
   Vanguard Small Cap Index Adm
   DFA US Targeted Value I
- Developed International Equity
   Vanguard Developed Markets IDX Admiral
   American Funds Europacific Growth R6
- Real Estate
   Vanguard REIT Index Adm
- Intermediate Fixed Income
   Metropolitan West Total Return Bond Plan
   DFA Inflation-Protected Securities I
   Vanguard Total Bond Market Index Adm
- Allocation

American Funds 2010 Trgt Date Retire R6 American Funds 2020 Trgt Date Retire R6 American Funds 2020 Trgt Date Retire R6 American Funds 2025 Trgt Date Retire R6 American Funds 2030 Trgt Date Retire R6 American Funds 2035 Trgt Date Retire R6 American Funds 2040 Trgt Date Retire R6 American Funds 2045 Trgt Date Retire R6 American Funds 2050 Trgt Date Retire R6 American Funds 2055 Trgt Date Retire R6 American Funds 2060 Trgt Date Retire R6 American Funds 2060 Trgt Date Retire R6 American Funds American Balanced R6

Stable Value/Money Market
 Vanguard Treasury Money Market Investor

An appointed DCP Board is responsible for all operational and governance decisions, including the review of the investment option line-up and other Plan architecture and administration. The Human Resources Department and Finance Department are responsible for the internal oversight. The City Attorney's Office serves as the legal counsel for the Plan and the Board.

Additional information about the Plan is available at <a href="www.columbusga.org/hr">www.columbusga.org/hr</a> including the Columbus Consolidated Government IRC Deferred Compensation Plan as Restated Effective May 13, 2016, and amended January 1, 2019.

#### II. SCOPE OF WORK

The successful Consultant will report to the Plan Sponsor and to an appointed DCP Board. The successful Consultant must serve in a fiduciary capacity and acknowledge in writing its fiduciary status, without qualification. The successful Consultant will provide objective and independent advice to the Plan Sponsor and the DCP Board solely in the best interest of the Plan participants, their beneficiaries and the Plan Sponsor.

Consultant shall provide the following services to the Plan Sponsor:

- Provide Plan Sponsor and/or DCP Board with general information relating to the 457 Deferred Compensation Plan.
- Review and analyze service providers' performance. Review and analyze service providers' quarterly and annual reports.
- Provide Plan Sponsor and/or DCP Board with regular updates on developments related to Plan's investments, relevant regulatory issues, including information on legislative, Department of Labor, and IRS matters of relevance to retirement benefits' plans.
- Provide general information to the Plan Sponsor and/or DCP Board, as applicable, relating to investment concepts such as risk and return, diversification, dollar cost averaging or different rates of return per asset class.
- Provide Plan Sponsor and/or DCP Board with generalized orientation and education opportunities on various asset allocation models as requested by Board members and staff.
- Assist Plan Sponsor and/or DCP Board with service-related issues with 457 service providers for the Plan.
- Assist Plan Sponsor and/or DCP Board with objective performance analysis reporting of investments utilized by Plan versus benchmarks and/or peer group.
- Assist Plan Sponsor and/or DCP Board with review of fees and overall Plan effectiveness including overall expenses.
- Help Plan Sponsor and/or DCP Board to evaluate the investment choices for the Plan by assisting with the assessment of investment alternatives proposed by service providers as applicable.
- Ensure service providers' compliance with Columbus Consolidated Government's adopted Plan Document.
- Assist Plan Sponsor and/or DCP Board by participating in periodic DCP Board meetings to
  present investment performance reporting assessment(s) and to provide consultative and advisory
  services.
- Provide Plan Sponsor and/or DCP Board with consultation on evaluation of service provider alternative(s).
- Assist Plan Sponsor and/or DCP Board with implementation and transition to new service provider(s).

### PREVIOUS RFP QUESTIONS/RESPONSES

1. Question: "In reference to 'Exhibit 1: Proposer Information Worksheet', must a proposer submit audited financial statement at the inception of the process? As a profitable private corporation, we would prefer to submit those statements upon selection as a finalist to avoid such information becoming public information."

Response: Vendors may defer submission of their audited financial statement upon selection as a finalist.

2. Question: "Page 19, item 18, states 'Discuss the firm's approach to reviewing defined contribution plan administrative rules, trustee/board governance best practices and operations and strategic planning.' Typically, the 'administrative rules' is an area that is answered by the Service Provider. Therefore, we are asking to have authorization to contact Valic to provide an answer to this question, or should we disregard the question?"

Response: Vendors are not authorized to contact any of the four (4) Service Providers participating in the City's 457 Deferred Compensation Plan. This question cannot be disregarded. Responders are expected to possess the knowledge and experience to address the subject matter.

3. Question: "Page 19, item 21, states 'Please describe the firm's experience with participant-plaintiff litigation in defined contribution plans particularly public plans.' In reference to our 'firm's experience', please clarify if you are looking for our actual experience in participant-plaintiff litigation or our ability to assist in the event of litigation."

Response: There are many types of litigation that may arise between entities participating in a 457 Deferred Compensation Plan, therefore the City needs to know your firm's experience in participant-plaintiff litigation and your ability to assist in the event of litigation.

4. Question: "Page 19, item 23, states 'What is your firm's view of a fund-of-funds approach versus alternate structures? Please provide details.' Please clarify the term 'alternative structures'."

Response: This question is related to Plan Design and Architecture. 457(b) Deferred Compensation Plans use the fund-of-funds approach (mutual funds) or the alternate structures for investing. Responders should be knowledgeable about these two investment approaches.

5. Question: "Page 20, item 27, states 'How does your firm view and analyze participants' asset allocations? Has your firm ever implemented a forced re-allocation? Please describe in detail.' Typically, the 'analysis of participants' asset allocations' is an area that is answered by the Service Provider. Therefore, we are asking to have authorization to contact Valic to provide an answer to this question, or should we disregard the question?"

Response: Vendors are not authorized to contact any of the four (4) Service Providers participating in the City's 457 Deferred Compensation Plan. This question cannot be disregarded. Responders are expected to possess the knowledge and experience to address the subject matter.

### **APPENDIX B**

**FORMS** 

## CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits)	Date of Authorization
**See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to acc	ess your E-Verify Company Identification Number.
Name of Contractor	
Advisory and Consulting Services for the Columbus Compensation Plan and its Board (Annual Contract) Name of Project	Consolidated Government 457 Deferred
Columbus Consolidated Covernment	
Columbus Consolidated Government Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing	g is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
_	s theday of,20
suesenteed and swern eegere me en ma	
	NOTARY PUBLIC
	My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

#### FORM 2

#### COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent: _	
Signature of Authorized Agent:	

#### FEDERAL COMPLIANCE

In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.

With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200**, **Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.),
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (1) Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15;
- (m) applicable provisions of the **Davis- Bacon Act** (40 U.S.C. 276a 276a-7), the **Copeland Act** (40 U.S.C. 276c), and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163).**

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:	
Signature of Authorized Agent:	
Print Name and Title of above Agent:	

#### FORM 4

# ADDENDA ACKNOWLEDGEMENT

# Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and its Board (Annual Contract) RFP No. 23-0016

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the page to check for addenda, both before the due date and prior to submitting a response in DemandStar.

#### IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:-

Authorized Signature	Print Name	
Business Name	Date	
(date)	that I reviewed the Bid Opportunities and did not see any addenda listed f	- <del>-</del>
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated

# **INSURANCE CHECKLIST**

# ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT) RFP No. 23-0016

# CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits	Bidders
	<b>1</b>	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	•
	Employer's Liability	REQUIREMENTS	
	Comprehensive General Liability:		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
	-	aggregate	
X	3. Independent Contractors and Sub	\$1 Million CSL BI/PD each	
	<ul><li>Contractors</li></ul>	occurrence, \$1 Million annual	
		aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
	Automobile Liability:		
	7. Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non-ownership	Uninsured Motorist	
	Other:		
X	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability	Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	

Required Coverage(s)		Limits	Bidders
		(Figures denote minimums)	Limits/Response
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability		
X	22. Carrier Rating shall be Best's Rati		
X	23. Notice of Cancellation, non-renew		
	shall be provided to City at least 30 da		
X	24. The City shall be named Addition		
X	25. Certificate of Insurance shall show	v Bid Number (RFP No. 23-0016)	
	and Bid Title (Advisory and Consultin		
	Consolidated Government 457 Deferred		
	Board) in box: Description of Operation		
	26. Pollution:		

<sup>\*</sup>If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the <u>Bidders Limits/Response</u> column of the insurance checklist.

#### **BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s	;).
VENDOR NAME:	
PRINT NAME AND TITLE OF AUTHORIZED AGENT:	
SIGNATURE OF AUTHORIZED AGENT:	

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\*

#### FORM 6

## **CONTRACT SIGNATURE PAGE**

# ADVISORY AND CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT 457 DEFERRED COMPENSATION PLAN AND ITS BOARD (ANNUAL CONTRACT)

#### RFP NO. 23-0016

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

	By:
	Signature of Authorized Representative Date
(Corporate seal, if applicable)	
	Print Name and Title of Signatory
	Company Name
Company Ordering Address	Company Payment Address
Contact:	Contact:
Contact Email	Contact Email
TelephoneFax	Telephone:Fax
	RNMENT OF COLUMBUS, GEORGIA
Accepted this day of20	APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra T. Davis, Clerk of Council	

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\*

# **APPENDIX C**

# **DEMANDSTAR**

# DEMANDSTAR SUBMISSION REQUIREMENTS

Responses must be submitted via DemandStar. See following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <a href="https://www.columbusga.gov/finance-2/Bid-Tabulations">https://www.columbusga.gov/finance-2/Bid-Tabulations</a>.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

## **ELECTRONIC PROPOSAL SUBMISSION CHECKLIST**

Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and its Board (Annual Contract)

RFP No. 23-0016

Please submit your electronic response as indicated below:

# **IMPORTANT NOTICE:**

- 1. Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function.
- 2. Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.
- 3. Due to file size limitations, please *do not resend* the City's full specifications document (RFP) as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

1. TRANSMITTAL LETTER
2. AFFIDAVIT FOR E-VERIFY/GSICA (FORM 1)
3. COMMUNICATION CONCERNING THIS SOLICITATION (FORM 2)
4. FEDERAL COMPLIANCE (FORM 3)
5. ADDENDA ACKNOWLEDGEMENT (FORM 4)
6. EXCEPTIONS TO RFP
7. PROPOSER OVERVIEW – BASIC INFORMATION (APPENDIX A – APPENDIX G)
8. REFERENCES
9. COST PROPOSAL
10. CONFLICTS OF INTEREST (APPENDIX H - APPENDIX K)
11. CONTRACT SIGNATURE PAGE (FORM 6)
12. ADDITIONAL INFORMATION
13. BUSINESS REQUIREMENTS:
Insurance Checklist (FORM 5)

Page 1 of Form W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)

**Business License** 

RFP No. 23-0016

After award of Contract by Columbus City Council, awarded vendor will be notified to provide

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- · All the forms and documents you need in one place
- · Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1	RE	GI	S	TE	R

Go to:

https://www.demandstar.com/registration

Create	an	Account	with	DemandSta	r

You are one step away from picking your free government agency

#### **Email Address**

Your email address here

#### **Company Name**

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

Next



2019 DemandStar® Corporation. All Rights Reserved. 206.940.0305

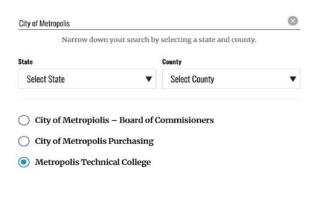
#### 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



**Choose Your Free Agency** 

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

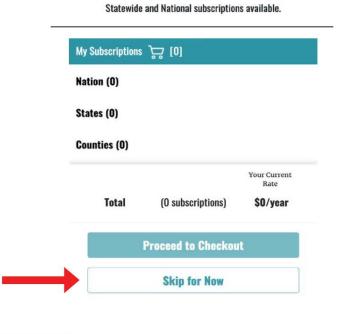


You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

### **3 CHECK OUT**

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com



2019 DemandStar® Corporation. All Rights Reserved. 206.940.0305

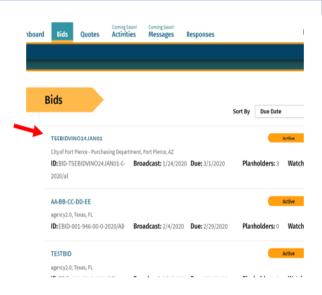
# Responding to an Electronic Bid

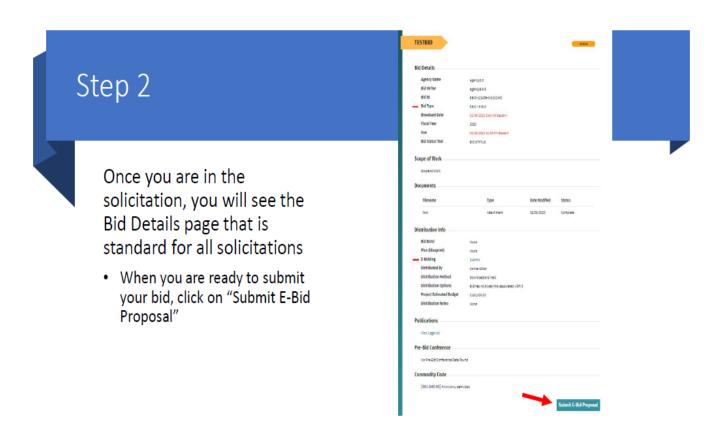
5 Step Instructions

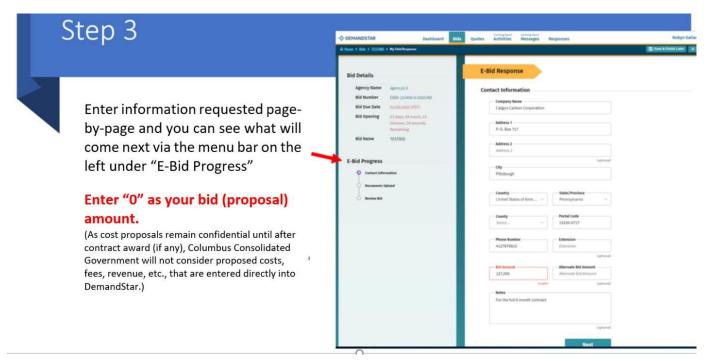
# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name







# Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

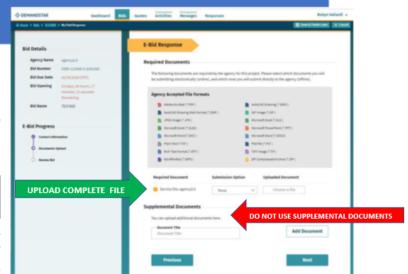
Create one (1) file containing <u>only</u> the required documents listed on the "*Electronic Proposal Submission Checklist*" page of the specifications and upload using the "**Bidder Response ALL Documents**" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please <u>do not</u> include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusqa.gov/finance/purchasi

ng/docs/opportunities/Bid Opportunities.htm.



# Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

